

In re application of:

Paul *et al.* (As corrected)

Appl. No. 9/646,679 (U.S. National
Phase of PCT/GB99/00905)

Int'l Filing Date: March 22, 1999

For: **Signal Transduction Protein
Involved in Plant Dehiscence**

Art Unit: To be assigned

Examiner: To be assigned

Atty. Docket: 0623.0890000/EKS/PSC

**Statement under 37 C.F.R. § 1.497(d)(1) of A Person
To Be Added And Deleted As An Inventor**

Commissioner for Patents
Washington, D.C. 20231

Sir:

I, **Wyatt Paul**, am an inventor/coinventor of the invention of one or more claims in the above-captioned nonprovisional application for which the corresponding PCT application (PCT/GB99/00905) was filed in Great Britain erroneously not naming me as an inventor. The mistake in inventorship was the result of a clerical error that occurred when my first name was mistakenly interchanged with my last name. Thus, the PCT application incorrectly lists Paul Wyatt as an inventor.

Paul Wyatt is not an inventor/coinventor of the invention of one or more claims in the above-captioned nonprovisional application for which the corresponding PCT application (PCT/GB99/00905) was filed in Great Britain erroneously naming Paul Wyatt as an inventor. Paul Wyatt was erroneously listed as an inventor because of a clerical mistake whereby my first and last names were mistakenly interchanged.

The inventorship error occurred without deceptive intent on my part. I have read and understand 37 C.F.R. § 10.18(b).

Signed: _____

W. Paul

Wyatt Paul

Date: _____

7/2/01

PTO/PCT Rec'd 22 FEB 2001
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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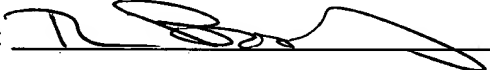
Consent of the Assignee under 37 C.F.R. § 1.497(d)(3)

Commissioner for Patents
Washington, D.C. 20231

Sir:

Biogemma UK Limited, assignee of the entire right, title and interest of the originally named inventors of the above-captioned application, consents to the change in inventorship from **Paul Wyatt, Jeremy Alan Roberts, and Catherine Whitelaw** to **Wyatt Paul, Jeremy Alan Roberts, and Catherine Whitelaw**. I have read and understand 37 C.F.R. § 10.18(b).

For: Biogemma UK Limited

Signature: 

Type or Print Name: TINA C. BARBY

Title: COMPANY SECRETARY

Date: 07/02/01

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(U.S. Nat'l Phase of PCT/GB99/00905)
Docket Number: 0623.0890000
K&S Ref: KVC/PS/CF/P20895US

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors Wyatt, Paul, Jeremy Alan Roberts, and Catherine Whitelaw, the undersigned inventors hereby sell and assign to Biogemma UK Limited (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Signal Transduction Protein Involved in Plant Dehiscence for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 7/12/00 (also known as United States Application No. 09/646,679, filed September 20, 2000, which is the U.S. National Phase of PCT/GB99/00905; international filing date: March 22, 1999, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond,

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Appl. No. 09/646,679
(U.S. Nat'l Phase of PCT/GB99/00905)
Docket Number: 0623.0890000
K&S Ref: KVC/PS/CF/P20895US

Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; Raz E. Fleshner, Esquire, Registration No. 34,331; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their names.

Date: ✓ 7.12.00 Signature of Inventor: ✓ W. Paul
Wyatt Paul

Date: ✓ Signature of Inventor: ✓
Jeremy Alan Roberts

Date: ✓ Signature of Inventor: ✓
Catherine Whitelaw

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check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Signal Transduction Protein Involved in Plant Dehiscence for which application(s) for patent in the United States of America has (have) been executed by the undersigned on ✓ December 8, 2000 (also known as United States Application No. 09/646,679, filed September 20, 2000, which is the U.S. National Phase of PCT/GB99/00905; international filing date: March 22, 1999, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their names.

Date: ✓ _____ Signature of Inventor: ✓ _____
Wyatt Paul

Date: ✓ 8/12/00 _____ Signature of Inventor: ✓  _____
Jeremy Alan Roberts

Date: ✓ _____ Signature of Inventor: ✓ _____
Catherine Whitelaw

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☒ and throughout the world,

(a) in the invention(s) known as Signal Transduction Protein Involved in Plant Dehiscence for which application(s) for patent in the United States of America has (have) been executed by the undersigned on ✓ 11/12/00 (also known as United States Application No. 09/646,679, filed September 20, 2000, which is the U.S. National Phase of PCT/GB99/00905; international filing date: March 22, 1999, in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their names.

Date: ✓ _____ Signature of Inventor: ✓ _____
Wyatt Paul

Date: ✓ _____ Signature of Inventor: ✓ _____
Jeremy Alan Roberts

Date: ✓ 11/12/00 _____ Signature of Inventor: ✓ *Catherine Whitelaw* _____
Catherine Whitelaw

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Certificate Under 37 C.F.R. § 3.73(b)

Applicant/Patent Owner: Paul et al.

Application No.: 09/646,679, (U.S. National Phase of PCT/GB99/00905), Filed: International Filing Date: March 22, 1999

Entitled: Signal Transduction Protein Involved In Plant Dehiscence

Biogemma UK Limited, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel to be recorded, Frame to be recorded, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (*i.e.*, the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Date: ☒ 18 December 2000

Name: ☒ Tina Lorraine Barsby

Title: ☒ Company Secretary

Signature: ☒ [Signature]